

FCC DOCKET CC NO. 97-208
AFFIDAVIT OF RAYMOND G. CRAFTON

UNE combinations as a matter of law, we therefore have not yet undertaken such development.

Affidavit of William N. Stacy, ¶ 60 (emphasis added). Second, BellSouth refuses or has failed to demonstrate the ability to give CLECs that purchase unbundled local switching combined with other UNEs the usage and billing data that CLECs need (1) to bill end users for services, (2) to bill IXCs access charges for originating and terminating toll calls, and (3) to bill other carriers reciprocal compensation for terminating local and intraLATA toll calls.

A. BellSouth Has Frustrated AT&T's Efforts to Test UNE Combinations.

26. AT&T has devoted nearly a full year of effort to trying to test BellSouth's ability to provision UNE combinations in Florida.¹² Notwithstanding BellSouth's

¹² Letter from Craig Steele (BellSouth) to Sue Ray (AT&T) (October 28, 1996) (Attachment 5); Letter from Pamela Nelson (AT&T) to Suzie Lavett (BellSouth) (November 6, 1996) (Attachment 6); Letter from Craig Steele (BellSouth) to Sue Ray (AT&T) (December 6, 1996) (Attachment 7); Letter from Pamela Nelson (AT&T) to Jerry Hendrix (BellSouth) (December 19, 1996) (Attachment 8); Letter from Jerry Hendrix (BellSouth) to Pamela Nelson (January 6, 1997) (Attachment 9); Letter from James Hill (AT&T) to Robert Echols (BellSouth) (April 2, 1997) (Attachment 10); Agreement for Concept Testing ¶ 2 (Attachment 11); Letter from A.J. Calabrese (AT&T) to Mark L. Feidler (BellSouth) (May 23, 1997) (Attachment 13); Letter from Mark L. Feidler (BellSouth) to A.J. Calabrese (AT&T) (May 29, 1997) (Attachment 14); Letter from Quinton E. Sanders (BellSouth) to A.J. Calabrese (AT&T) (June 9, 1997) (Attachment 15); Letter from Jerry Hendrix (BellSouth) to William J. Carroll (AT&T) (June 10, 1997) (Attachment 16); Letter from Charles Coe (BellSouth) to William J. Carroll (AT&T) (July 10, 1997) (Attachment 17); Letter from William J. Carroll (AT&T) to Duane Ackerman (BellSouth) (August 1, 1997) (Attachment 18); Letter from Mark L. Feidler (BellSouth) to William J. Carroll (AT&T) (August 22, 1997) (Attachment 19); Letter from William J. Carroll (AT&T) to F. Duane Ackerman (BellSouth) (August 29, 1997) (Attachment 20); Letter from Jill Williamson (AT&T) to Jo Sundman (BellSouth) (October 3, 1997).

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repeated assertion of its willingness to test UNE combinations in Florida and elsewhere, see, e.g., Affidavit of Alphonso J. Varner, ¶ 77; Letter from Mark L. Feidler (BellSouth) to William J. Carroll (September 12, 1997) (Attachment 4), it is clear that BellSouth has no intention of using the Florida test to evaluate and enhance its ability to provision UNE combinations in commercial volumes.

27. In the weeks before it filed its application in this proceeding, BellSouth acknowledged that its legal position on the treatment of orders for UNE combinations as resale had prevented effective testing of combinations in Florida.¹³ On September 22, 1997, just eight days before BellSouth filed its application in this proceeding, AT&T submitted several orders for UNE combinations in Florida.¹⁴ The same day, BellSouth faxed Firm Order

¹³ See Letter from Jan Burriss (BellSouth) to Pamela Nelson (AT&T) (September 19, 1997) (Attachment 21). That letter responded to AT&T's repeated requests over the preceding three months for BellSouth to cooperate in placing a test call in Florida to assure that AT&T customers served with UNE combinations would not be without vital E911/911 services or suffer the sort of "potentially life threatening" experiences described in the Ameritech Michigan order (¶ 262). BellSouth responded by suggesting that AT&T try again in Kentucky, because the Florida test orders had been provisioned as resale. See Letter from James S. Hill (AT&T) to Margaret Garvin (BellSouth) (June 27, 1997) (Attachment 22); Letter from D. Foster Haley (BellSouth) to James Hill (AT&T) (July 1, 1997) (Attachment 23); Letter from D. Foster Haley (BellSouth) to James Hill (AT&T) (July 30, 1997) (Attachment 24); Letter from Robert J. Oakes (AT&T) to Margaret Garvin (BellSouth) (August 18, 1997) (Attachment 25); Letter from Margaret Garvin (BellSouth) to Robert Oakes (AT&T) (August 21, 1997) (Attachment 26); Letter from Pamela Nelson (AT&T) to Jan Burriss (BellSouth) (September 2, 1997) (Attachment 27).

¹⁴ See Letter from Jill R. Williamson (AT&T) to Jo Sundman (BellSouth) (September 24, 1997) (Attachment 28).

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Confirmations ("FOCs") for several of the orders that, with some minor variation in language, contained a legend stating in substance the following:

THIS SERVICE WAS ORDERED AS AN UNBUNDLED PORT/LOOP COMBINATION. BELL SOUTH CONSIDERS SUCH COMBINATIONS TO BE THE SAME AS THE EQUIVALENT RESALE SERVICE AND WILL PROCESS AND BILL THE SERVICE AS RESALE.

(Attachment 29) (PON AT8001MIAMI; Order Number NR0hhbl1). BellSouth's ability to provide nondiscriminatory access to combinations of unbundled network elements in commercial volumes remains entirely untested and wholly unproven.¹⁵

B. BellSouth is Not Prepared to Provide Access to UNE Combinations.

28. While severely hampered by BellSouth's actions, the Florida test demonstrates in several ways that BellSouth does not now have the capability to provision UNE combinations, even if it wanted to do so. For the Florida test, AT&T and BellSouth at least agreed on the outlines of an ordering process. Under this process, AT&T would submit a so-called "footprint" identifying the geographic areas or individual end offices in which

¹⁵ In light of BellSouth's decision to treat orders for UNE combinations as orders for resale in all states except Kentucky, BellSouth and AT&T have agreed to pursue testing in Kentucky. Although AT&T has submitted several preliminary orders for UNE combinations in Kentucky, the parties have not yet agreed on a comprehensive test plan, much less completed the formal tests or moved toward commercial implementation. Indeed, BellSouth has refused to process AT&T's orders in Kentucky, because AT&T seeks to use the capabilities of the unbundled local switching element to provide packages of services that are different from those available to BellSouth retail customers. See Letter from Jill Williamson to Jo Sundman (BellSouth) (October 3, 1997) (Attachment 30); Letter from Jo Sundman (BellSouth) to Jill Williamson (AT&T) (October 3, 1997) (Attachment 31).

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AT&T expected to submit orders. Upon receipt of the footprint, BellSouth would be able to confirm that each of its potentially affected end offices was provisioned to capture and produce the necessary billing information. When AT&T submitted individual customer orders, appropriate entries could be made to bill AT&T and stop billing the subscriber as a BellSouth customer, and to capture and provide the data AT&T will need to bill both end users and other carriers.

29. As the test progressed, however, it became evident that BellSouth lacked the ability to follow through. BellSouth initially told AT&T that its electronic interface ("EDI") would be ready to handle orders on May 1, 1997. The delivery date slipped to May 11, then to May 15. Finally, BellSouth confessed that it would not have an EDI interface that could be used to order UNE combinations until December 15, 1997. See Letter from James S. Hill (AT&T) to Marcia Moss (BellSouth) (June 27, 1997) (Attachment 32). During a meeting on September 15, 1997, however, BellSouth advised AT&T that it would not modify its electronic interface to permit AT&T to order UNE combinations, a position it has now confirmed in this proceeding. See Affidavit of William N. Stacy, ¶ 60.

30. BellSouth also failed to demonstrate that it could process even limited numbers of manual orders. On April 16, AT&T telecopied its first "footprint" and four plain old telephone service ("POTS") orders to BellSouth. Each of the test customers is served by a different BellSouth end office in the Miami area. Five days later, BellSouth had not confirmed receipt of the orders. AT&T (James Hill) telephoned to confirm that BellSouth had in fact

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received the orders. BellSouth had received the orders, but claimed the orders contained errors. AT&T made the changes requested by BellSouth, and resubmitted the orders. The same day, BellSouth rejected the orders again, because of other alleged errors. Again AT&T promptly made the indicated corrections and, for the third time, resubmitted the orders.

31. This time, BellSouth advised AT&T that it could not provision the UNE combinations with selective routing to AT&T's operator and directory services, as requested, because AT&T had not previously requested BellSouth to provision the Florida switches to provide selective routing. Again, to avoid any additional unnecessary delay, AT&T resubmitted the orders without the request for selective routing.

32. As part of the Florida test, AT&T asked its four employee/customers to begin making test calls in June. Each employee was to make six types of calls: local; intraLATA toll; intrastate interLATA; interstate interLATA; directory assistance; and extended area service ("EAS"). After making the calls, the employees were to record the called number, duration, date and time of the call, and forward the information to AT&T, for use in evaluating the billing data BellSouth was to produce.

33. AT&T received bills for the four orders in May and June. See Letter from Jill Williamson (AT&T) to Margaret Garvin (BellSouth) (August 5, 1997) (Attachment 33). For purposes of the test, however, the bills were virtually useless. While each bill included a separate flat-rate charge for a loop and a switch port, neither contained any

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information on charges for the usage-sensitive network elements used in providing service. See id.¹⁶

34. BellSouth initially told the Florida commission that it lacked the capability to generate the usage sensitive billing data for UNE-combination customers electronically.¹⁷ Three months later, BellSouth claimed that it had acquired the ability to provide at least some of the necessary data on local direct dialed calls originating on AT&T UNE customer lines.¹⁸ A September 19 letter from BellSouth suggests that the reason the May and June bills contained no data on usage-sensitive elements is because the Florida test orders were provisioned as resale orders. See Letter from Jan Burriss (BellSouth) to Pamela Nelson (AT&T) (September 19, 1997) (Attachment 21). In any event, of course, none of the bills generated during the course of the Florida test prior to September 30 reflect this asserted new

¹⁶ The bill did include a \$140 non-recurring charge for migrating the customer from BellSouth to AT&T, even though no physical change in the configuration of any of the services was necessary and each of the transactions required no more than appropriate billing changes. See Letter from Jill Williamson (AT&T) to Margaret Garvin (BellSouth) (August 5, 1997) (Attachment 33). BellSouth also billed AT&T 11 cents per line attributable to "Dade County Manhole Ordinance #83-3" and \$38.44 in AT&T long distance charges. Id.

¹⁷ See In re: Petitions by AT&T Communications of the Southern States Inc et. al, Docket Nos. 960833-TP, 960846-TP, BellSouth's Response and Memorandum in Opposition to AT&T's Motion to Compel Compliance (filed June 23, 1997), at 8 n.3. (Attachment 34).

¹⁸ See Letter from Mark L. Feidler (BellSouth) to William J. Carroll (AT&T) (September 12, 1997) (Attachment 4) at 4 ("As of August 14, 1997, BellSouth has the capability to bill the MOU based switching and transport elements for all local direct dialed calls originating from ULS-LP (or in this case, UNE-Ps)") (emphasis added).

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capability.¹⁹ Consequently AT&T has had no opportunity to evaluate the adequacy or accuracy of the bills generated with this new system or BellSouth's recent assertions of its technical capabilities.

35. Similarly, BellSouth initially simply refused to provide AT&T with the access records AT&T needs to bill and collect access charges from IXC's. See Letter from Mark L. Feidler (BellSouth) to A.J. Calabrese (AT&T) (May 29, 1997). It has now admitted that it is not prepared to provide the necessary access records, even if it were willing to provide them. Letter from Mark L. Feidler (BellSouth) to William J. Carroll (AT&T) (September 12, 1997) (Attachment 4).

36. Finally, BellSouth has failed to demonstrate that it is capable of providing the requisite usage and billing data, which AT&T will need to bill and collect reciprocal compensation from other carriers for terminating local and intraLATA toll calls. I understand that BellSouth acknowledges that it cannot provide this data today.

37. Until an electronic interface is available and tested, there is no basis for concluding that BellSouth can provision UNE combinations in a nondiscriminatory fashion or in commercial volumes. Until BellSouth actually provides AT&T with the data on usage of unbundled elements and exchange access records and AT&T has had an opportunity to review the data generated by BellSouth's systems, there is no basis for concluding that the systems are adequate or generate accurate information. Far from providing evidence of BellSouth's ability

¹⁹ As of September 30, AT&T had not received the bill due September 20.

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to provision UNE combinations in commercial volumes, therefore, the limited testing conducted in Florida thus far shows that BellSouth is not ready to meet its obligations under the Act.

38. In summary, the Florida test has not demonstrated BellSouth's ability to provision UNE combinations in a manner that is consistent with the Act and the Commission's rules:

First, the test has not demonstrated how AT&T would order UNE combinations electronically because BellSouth has refused to make a usable EDI interface available.

Second, the test has not demonstrated BellSouth's ability to deal with even a reasonable volume of UNE orders from a variety of locations and end users, much less commercial volumes of such orders from a broad geographic area. Accordingly, there is no basis for evaluating BellSouth's performance against appropriate performance standards.

Third, the test has not demonstrated BellSouth's ability to suppress its billing to IXC's for originating or terminating access services which AT&T, as the CLEC purchasing the unbundled switch, would be entitled to collect pursuant to Commission rules. BellSouth intends to continue charging IXC's for originating and terminating intraLATA or interLATA access, even in circumstances where BellSouth is clearly not entitled to collect such access revenues.

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Fourth, the test has not demonstrated BellSouth's ability to provide the access records AT&T will need to bill originating or terminating access charges; BellSouth admits that it cannot provide the records today.

Fifth, because BellSouth has treated orders for combinations of network elements as the equivalent of resale orders, the test has not demonstrated numerous other capabilities essential to provisioning UNE combinations, including BellSouth's ability:

- to render a correct bill for CLEC's use of usage-sensitive unbundled network elements;
- to provide the usage data CLECs will need to bill local 800 service customers;
- to provide usage and billing data to CLECs for terminating local and intraLATA toll calls to enable CLECs to bill and collect reciprocal compensation; and
- to provision UNEs in a way that assures that CLEC customers have access to E911/911 services.

39. AT&T's experience with BellSouth in Florida demonstrates that BellSouth has been unwilling and currently is unable to meet its obligation to provide nondiscriminatory access to network elements in accordance with the Act. Because many of these implementation issues must be resolved even if AT&T, rather than BellSouth, does the combining, this experience confirms that BellSouth today has not and cannot make network

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elements available to CLECs in a manner that would allow them to provide
telecommunications services.

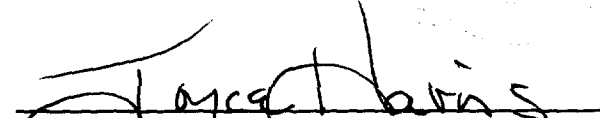
I declare under penalty of perjury that the foregoing is true and accurate
to the best of my knowledge and belief.

Executed on October 17, 1997



Raymond Crafton

SUBSCRIBED AND SWORN TO BEFORE ME this 17 day of October 1997.



Notary Public

My Commission Expires:

March 27, 2000
Date

ATTACHMENT 1

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2

3 In re: Consideration of) Docket No. 960786-TL
4 BellSouth Telecommunications,)
5 Inc.'s entry into interLATA)
6 services pursuant to Section 271)
7 of the Federal)
8 Telecommunications Act of 1996.)
9 _____)

7

8 FIRST DAY - AFTERNOON SESSION

9 VOLUME 3

10 Pages 299 through 379

11 PROCEEDINGS: HEARING

12 BEFORE: JULIA L. JOHNSON, CHAIRMAN
13 SUSAN F. CLARK, COMMISSIONER
14 J. TERRY DEASON, COMMISSIONER
15 DIANE K. KIESLING, COMMISSIONER
16 JOE GARCIA, COMMISSIONER

15 DATE: Tuesday, September 2, 1997

16 TIME: Commenced at 9:00 a.m.

17 PLACE: Betty Easley Conference Center
18 Room 148
19 4075 Esplanade Way
20 Tallahassee, Florida

19 REPORTED BY: Lisa Girod Jones, RPR, RMR

20 APPEARANCES:

21 (As heretofore noted.)
22

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1 Q Did those comments include statements by
2 technical experts on OSS systems that were hired by DOJ?

3 A I remember there were some affidavits. I do
4 not remember whether any of them were technical experts
5 on OSS systems. From what I recall the affidavits were
6 from economists.

7 Q So you don't know whether DOJ has hired expert
8 outside consultants to assist it in reviewing OSS issues
9 for its 271 reviews?

10 A No, and I didn't see any evidence of it in
11 their filing.

12 Q I would like to refer you to Page 66 of your
13 rebuttal testimony. In there on Line 12 you state, "In
14 fact, BellSouth currently offers rebundled elements."
15 Are you familiar with a term -- I don't know, it's a
16 technical term -- I think it's a popular term called
17 GLUE charges?

18 A I've heard something talked about.

19 COMMISSIONER GARCIA: Would you repeat that?

20 MR. CANIS: Yes, references to a term called
21 GLUE, G-L-U-E, charges.

22 Q (By Mr. Canis) Let me just explain what I
23 think GLUE charges are, and perhaps we can use this as a
24 basis for further discussion. Some parties consider the
25 term "GLUE charges" as an additional charge above and

1 beyond what may be listed in an interconnection
2 agreement, an arbitrated proceeding or a statement of
3 generally available terms and conditions that includes
4 an additional charge to cover the costs associated with
5 combining unbundled network elements.

6 Assuming that we can use my definition, is it
7 BellSouth's position that it will or will not apply GLUE
8 charges if a series of unbundled network elements are
9 requested?

10 A We would not apply them, and I think I
11 probably need to explain why. In looking at -- at the
12 time that we filed this testimony, as you can see, it
13 says, "We believe that we will continue to offer such
14 rebundled elements if BellSouth can establish the
15 appropriate prices for these elements." We don't think
16 we can and we don't intend to offer them. So there
17 won't be any GLUE charges because we won't offer the
18 capability.

19 Q Let's say I'm Intermedia, and I want to order
20 a 56 kilobit digital loop, and I want to combine it to a
21 multiplexer within BellSouth's central office before it
22 gets to my collocated cage. Would BellSouth impose a
23 GLUE charge for combining that loop with that
24 multiplexer?

25 A No. What you referred to in a GLUE charge

1 would be only -- from what I've seen, it's only the case
2 wherein BellSouth would actually be combining the
3 elements, not the case where you would be combining them
4 yourself. That's the situation that I've described that
5 we would not be offering. We will not combine them for
6 you. We will terminate them in your collocation space
7 and you can combine them yourself.

8 Q I'm sorry. That in fact was my question.
9 Let's say Intermedia wasn't inclined to put a
10 multiplexer in its collocated cage, but instead wanted
11 BellSouth to perform that multiplexing function and then
12 provide a cross-connect from that multiplexer to
13 Intermedia's collocated cage. In that case, would
14 BellSouth impose a GLUE charge for combining the
15 unbundled loop with the multiplexer?

16 A Well, no, we would not apply a GLUE charge in
17 that case as you described it, because the GLUE charge
18 would only be applicable if BellSouth was combining the
19 elements itself. We will not be combining them.

20 Now the other issue of whether or not such a
21 service as you described will even be offered, I can't
22 answer. You'll need to ask Mr. Scheye, because what you
23 seem to have described is another variation of subloop
24 unbundling.

25 Q So is it your -- is it BellSouth's position,

1 then, that if I am Intermedia and I said I want to order
2 a 56 kilobit digital loop, or let's say some other kind
3 of loop, let's say one of the loops that's definitely in
4 your statement, a DS-1 loop, and I said, hey, BellSouth,
5 I would like you to multiplex this in the central office
6 to me before handing it off to my collocated cage,
7 BellSouth would reject that request?

8 A Well, there's no reason to multiplex a DS-1
9 loop.

10 Q Let's say I wanted a DS-3 cross-connect to my
11 cage.

12 A If you wanted a DS-3 loop, I think you would
13 request that through the bona fide request process, if
14 it was offered.

15 Q Well, let's say the MUXing I want, I wanted to
16 MUX it down into a bunch of voice grade circuits.

17 A Again, if you wanted to put in a multiplexer,
18 you're free to do that, and you can multiplex it however
19 you want. What you're describing with a GLUE charge is
20 somehow where BellSouth combines multiple network
21 elements. It doesn't sound like what you're asking for
22 is in fact even multiple network elements. It sounds
23 like it is some subpart of a network element that you
24 want to have divided somehow.

25 Q Well, let's use another example then. Let's

1 say I wanted a DS-1 unbundled loop and I wanted to
2 purchase BellSouth's DS-3 interoffice transport. I
3 wanted to buy each of those as an unbundled network
4 element. Would BellSouth hook those two elements up for
5 me?

6 A We will send them to your collocated cage and
7 then you can hook them yourself. We won't combine them
8 for you.

9 Q How about a loop and a network interconnection
10 device, if I --

11 A That is the loop.

12 Q BellSouth defines the loop as including a NID?

13 A Yes.

14 Q Let's talk about the unbundled -- the subloop
15 distribution element listed in the BellSouth statement.
16 Let's say I wanted that and in a NID. Could I get those
17 two?

18 A I don't know how you would do it. If you
19 could figure out a way to do it.

20 Q Let's say I wanted to provide my own feeder --
21 my own feeder, all right, so I'm going to run a DS-1
22 feeder from my collocated cage to a controlled
23 environmental vault halfway in the loop. I want there
24 to cross connect to a 56 digital conditioned feeder a
25 distribution loop, which is listed -- a distribution

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2

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13 SUSAN F. CLARK, COMMISSIONER
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15 DIANE K. KIESLING, COMMISSIONER
16 JOE GARCIA, COMMISSIONER

15 DATE: Tuesday, September 2, 1997

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17 PLACE: Betty Easley Conference Center
18 Room 148
19 4075 Esplanade Way
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19 REPORTED BY: Lisa Girod Jones, RPR, RMR

20 APPEARANCES:

21 (As heretofore noted.)
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1 with an offer within 90 days to provide feeder loop with --
2 at X-amount of money; is that correct?

3 A You would have gotten a preliminary view at 30
4 days. At that point you'd probably have a pretty good idea
5 of whether you were in agreement or not in agreement. You
6 would have told BellSouth, yes, go ahead, we think we are
7 in the same ball park so to speak; and then 60 days later
8 you would have gotten your final offer.

9 Q Now let's suppose that I get the final offer and
10 I think that the price that you're quoting me is not cost
11 based. What are my options there under the bona fide
12 request process in your SGAT?

13 A I mean, one, you can certainly ask BellSouth to
14 revisit it, review the study, see if maybe there is an
15 error in it, an assumption in it that is incorrect. If
16 that is not acceptable to you, then you can certainly come
17 to the Commission and be aggrieved and say BellSouth did
18 not provide service satisfactorily to you.

19 Q So then does the draft SGAT state clearly that I
20 have the right to come to the Commission and make such a
21 request, or do I have to proceed under some provision of
22 the federal act?

23 A No, sir, I mean it doesn't spell out that you can
24 come to the Commission. I think that is stated or implied
25 that you always have that right to the extent you are not

1 satisfied with performance.

2 Q Does the draft SGAT set a time period on which
3 the parties would hope the Commission would resolve that
4 dispute?

5 A No, sir, it doesn't.

6 Q Okay. So in the meantime the ALEC that needs
7 this particular UNE component or this particular service is
8 without service until the dispute is resolved by the
9 Commission; is that correct?

10 A If it didn't accept the offer, yes, it doesn't
11 have service, you're correct.

12 Q Okay. So with respect to an ALEC that needs to
13 get into business very quickly, the bona fide request
14 process leads to a conclusion where the ALEC either accepts
15 BellSouth's offer or submits a question to the Commission
16 and takes their chances with the amount of time that it
17 will take to resolve that question; is that correct?

18 A I don't I think I can agree with your conclusion,
19 and let me just spend a moment. A carrier that wants to go
20 into business quickly, as you indicated, is not likely to
21 need anything under the bona fide request process. They
22 should be able to get into business very, very quickly
23 using that which is in the statement or in an agreement.
24 That which is required under the bona fide request process
25 tends to be that which is unusual and that which has

1 typically not been requested by carriers as a general
2 matter, so I don't agree with your assumption.

3 Q Okay. Well, we are talking about feeder loop.
4 That is a component of an unbundled loop, is it not --
5 excuse me, subloop unbundling; is that correct?

6 A Yes.

7 Q And wasn't subloop unbundling ordered by this
8 Commission in both the MCI and the AT&T arbitration cases?

9 A To the extent it was requested. Neither MCI nor
10 AT&T requested feeder.

11 Q Okay. How can it be unusual if the Commission
12 recognizes it can be done and it's been ordered?

13 A It hasn't been, as I just explained, sir.
14 Neither MCI nor AT&T requested in the arbitration unbundled
15 feeder. Both carriers indicated no interest in that
16 particular subloop element.

17 Q You set a rate in your draft SGAT for
18 distribution loops, do you not?

19 A Yes.

20 Q Is that the portion of the total loop that hooks
21 into the feeder loop?

22 A It can. Typically there would be a multiplexor
23 or a concentrator in between those two.

24 Q So apparently it's not uncommon for a carrier to
25 ask for a distribution loop, but it would be uncommon to

1 ask for the portion of the loop, the feeder cable that
2 hooks from the distribution loop into the switch?

3 A Well, I guess you would have to go by carrier.
4 AT&T indicated interest in neither distribution nor
5 feeder. MCI indicated an interest in only distribution.

6 Q Mr. Scheye, there were a lot of questions asked
7 about BellSouth's position with respect to reconnection of
8 unbundled elements. I think I understand what you said and
9 what Mr. Varner said with respect to the glue charge, but I
10 think there was one question I haven't heard asked, and
11 that is this: If, in fact, you were serving a customer
12 today and AT&T comes to you and wants to serve that
13 customer using unbundled network elements and AT&T asks to
14 use the loop and the port that you already have connected
15 to that customer, are you going to disconnect the loop and
16 port and require AT&T to reconnect it?

17 A If that's all that AT&T, or the carrier
18 requested, yes, because at that point we would provide the
19 loop and we would provide the port, and AT&T, or whoever
20 the CLEC is in that case, would reconnect them; so they
21 would have to be -- if they happened to be the same ones
22 connected, they would have to be taken apart.

23 Q Well, excuse me a minute. Okay, so then your
24 answer is that you will have to take those apart and then
25 AT&T will then have to figure out a way to reconnect them;

1 is that correct?

2 A If the same two actual facilities are the ones
3 that happen to get used, which may or may not occur in that
4 particular instance.

5 Q Well, if the customer has already got a loop and
6 a port already hooked together --

7 A Yes.

8 Q -- and AT&T requests an unbundled loop and an
9 unbundled port to serve that customer, wouldn't it be most
10 efficient for you to go ahead and use the same loop and
11 port that are already hooked together to meet that request?

12 A And that is certainly possible. That is called
13 resale. Since that is a retail service --

14 Q So it's your --

15 A Can I finish my answer, sir?

16 Q Yes, go ahead, I'm sorry.

17 A Thank you. The scenario you just painted for me
18 was a customer that had a retail service from BellSouth, a
19 residence or a business line presumably, and AT&T wants to
20 take it over in an efficient manner, and they can certainly
21 do that, and that is called resale of residence or business
22 service.

23 Q So it's your testimony then that BellSouth would
24 disconnect these various elements and would require AT&T to
25 hook them back together, even if they were already